



# VIDA + VENCER

GENERAL CONDITIONS



## Non-binding courtesy translation

This English translation of the Portuguese original General Conditions is a voluntary courtesy translation provided to the customer. In any dispute, the Portuguese original shall prevail.

# VIDA + VENCER INSURANCE

## GENERAL CONDITIONS

### PRELIMINARY ARTICLE

Generali Seguros, S.A., and the Policyholder identified in the Schedule have executed this annually renewable temporary individual life insurance contract, which shall be governed by the General and Special Conditions and by the Schedule of this Policy, according to the statements indicated in the Subscription Form on which it was based, which is an integral part thereof. In case of any divergence between these General Conditions and their original in Portuguese, the meaning of the latter shall prevail.

### Clause 1 - Definitions

1.1. In this contract, the following terms and expressions will have the meanings set forth below:

- a) **Insurance Company:** Generali Seguros, S.A.;
- b) **Policyholder:** the entity who executes the contract with the Insurance Company and who is responsible for paying the premium;
- c) **Insured/Insured Person:** the person subject to the risks which, under the terms agreed upon, are the object of this Contract;
- d) **Beneficiary:** the entity in favour of which this Contract is executed;
- e) **Policy:** the document that constitutes the Contract entered into between the Policyholder and the Insurance Company, including the agreed General and Special Conditions, the Schedule, as well as any Addendums to the contract;
- f) **General Conditions:** the set of clauses that define and regulate the general and common undertakings inherent to the insurance contract;
- g) **Special Conditions:** the set of clauses that seek to clarify, complete or specify the provisions contained in the General Conditions;
- h) **Schedule:** the document containing the provisions that are individual and specific to the Contract and that make it different from any other;
- i) **Addendum:** the document containing an amendment to the Contract;
- j) **Premium:** amount paid by the Policyholder to the Insurance Company as consideration for the underwritten guarantees;
- k) **Actuarial Age:** the age of the Insured/Insured Person at the date of commencement of their accession to the Contract or at the date of renewal thereof, plus one (1) year if more than six (6) months have elapsed since the date of the last anniversary.

- 1.2. Whenever the interpretation of the text allows so, the male form shall encompass the female form and the singular shall encompass the plural and vice-versa.

## Clause 2 - Guarantees of the Contract

- 2.1 Under the terms of this Contract, the Insurance Company guarantees, in accordance with the provisions of the Main Death Cover, the payment of the insured capital indicated in the Schedule of the Policy to the Beneficiaries appointed therein, in case of death of the Insured/Insured Person during the term of the Policy.
- 2.2 Apart from the Main Death Cover, this Contract also guarantees, under the conditions and terms established in the Special Conditions attached to these General Conditions, by the Insured/Insured Person and expressly provided for in the Schedule of the Policy, the following Additional Covers:
- a) Non-invasive Cancer;
  - b) Invasive Cancer;
  - c) Annual Check-Up;
  - d) Assistance to the Insured Person.
- 2.3 **Upon previous communication to the Insurance Company and provided that the Insurance Company expressly accepts it, the Death cover may also be guaranteed as a consequence of an illness or accident caused by political risks and war risks.**
- 2.4 **If the Insured/Insured Person travels to a geographical area considered to have high political or war risk and s/he intends to cover those risks, the communication referred to in 2.3. addressed to the Insurance Company must be made before the beginning of the trip, under penalty of the request not being considered by the Insurance Company and the cover regarding said trip being suspended.**
- 2.5 Where, at the commencement of or during the annuity, the inclusion of the risks referred to in 2.3. is requested, and these are accepted by the Insurance Company, the Policyholder must pay an additional premium.
- 2.6 **Political or war risks shall not be in any case accepted if the Insured/Insured Person is, voluntarily or mandatorily, part of the armed forces or similar - paramilitary formations - and take part in peacekeeping missions abroad, war operations or hostilities of any nature.**
- 2.7 Any country in a situation of political and social conflict, according to the recommendations of the competent bodies of the Ministry of Foreign Affairs in Portugal, is considered to be a geographical area of risk.
- 2.8 **Without prejudice to the previous paragraphs, the Insured/Insured Person must, prior to the beginning of any travel abroad, report it to the Insurance Company if the duration of the trip is of thirty (30) days or longer, and if the destination is not within one of the following geographical areas: Europe, Canada, United States of America, Japan and Oceania, under penalty of not being covered.**

### Clause 3 - Excluded Risks

**3.1 The Death cover provided for under this contract shall take effect regardless of the cause of death, except in the cases where the decease is caused by:**

- a) Intentional acts of which the Policyholder, the Insured/Insured Person or the Beneficiary are material or moral authors or accomplices, causing the triggering of the underwritten covers;**
- b) Suicide of the Insured/Insured Person whenever it occurs within the first year of accession to the Policy or within the first year that follows the date of any increase of the insured capital or the subscription of new guarantees;**
- c) Participation, as passenger or driver, in speed racing, involving vehicles of any nature, motorised or non-motorised, and trainings related thereto;**
- d) Aerostation or aviation risks, unless the Insured/Insured Person is a passenger in a commercial aircraft for the transport of passengers, duly authorised by the European Union;**
- e) Direct or indirect consequences of political risks and war risks, namely uprisings, revolutions, hijacking, civil war or war with a foreign country, be it declared or not, insurrection, riots, brawls, terrorism or sabotage as defined in the Portuguese criminal legislation in force, regardless of the place where these events occur and of their interveners, except where said risks are guaranteed under the terms provided for in 2.3.;**
- f) Practice of sports as a professional or within the scope of official championships and trainings related thereto;**
- g) Practice of the following sports:**
  - Alpinism, mountaineering and trekking (above 4,000 metres), climbing (free climbing, on ice and glaciers);**
  - Air sports, including parachuting, free flight, flight without engine, paragliding, hand-gliding, ultralight flying, sky diving, sky surfing, base jumping, bungee jumping and reverse bungee;**
  - Rappel or slide, rafting;**
  - Practice of hunting of ferocious animals, bullfighting, submarine hunting, diving (at a depth of more than 40 metres) and speleodiving;**
  - Practice of boxing, full contact martial arts or any type of wrestling;**
  - Practice of sailing more than 25 miles away from the coast and parakarting;**
  - Practice of extreme skiing: skiing with acrobatics, heli-skiing, ski jumping, off-trail skiing, ski trekking or freeride skiing;**
- h) Occurrence of nuclear risks;**
- i) Clinical condition stemming directly or indirectly from the abuse of alcohol, toxic drugs, narcotics or psychotropic substances not medically prescribed;**
- j) Use of toxic drugs, narcotics or psychotropic substances not medically prescribed. It is considered that the Insured/Insured Person was under the influence of toxic**

drugs, narcotics or psychotropic substances whenever the presence of any of them is detected in his/her organism or in any organic fluid for detection tests;

- k) In case of an accident, if the Insured/Insured Person is responsible therefor and has a blood alcohol level over 0.50 g/l;
  - l) The Insurance Company does not cover risks due to situations existing prior to the conclusion of the this insurance contract - including an illness or a sequela of an accident, that have been the object of clinical investigation and/or treatment and that are or should have been known to the Insured/Insured Person at the date of completion of the subscription form, as well as the consequences of any injury caused by a treatment unrelated to an illness or an accident covered by this Contract, except where they have been formally reported to and accepted by the Insurance Company, according to the conditions that have been set forth for the purpose.
- 3.2 The risk of death may be extended to the cases provided for in 3.1.(c)(g), as well as to aerostation and aviation risks whenever the Insured/Insured Person is the pilot, according to a special convention set forth with the Insurance Company for the purpose and upon the payment of the respective premium surcharge.
- 3.3 Generali Seguros, S.A. is not obligated to underwrite any cover/risk, nor shall it be liable to pay any claim compensation, or to provide any service or benefit, to the extent that such underwriting, payment of claim compensation or provision of any benefit would expose the Insurer to any sanction, prohibition or restriction under the United Nations Resolutions, or any other economic or trade sanctions, laws or regulations of the European Union, the United States of America and/or Portugal.
- For purposes of compulsory insurance, the above exclusion of liability only applies in cases where the sanctions are applicable to the Portuguese legal system.
- 3.4 In compliance with international and national standards, as well as good business practices, the Insurer reserves the right to refuse the insurance subscription form or to cancel, unilaterally, the policy and/or freeze the funds/assets if the Policyholder/Insured or any persons associated therewith are included in the international terrorist watch lists.

#### Clause 4 - Incontestable Clause

- 4.1 The Policyholder and the Insured/Insured Person must truthfully state all the facts or circumstances enabling the exact assessment of the risk or that may influence the acceptance of said Contract or the correct determination of the applicable premium, even the circumstances that are not expressly requested in any question form provided for the purpose by the Insurance Company, all documents necessary to the underwriting of the insurance being part of the initial risk statement.
- 4.2 When analysing the available information, the Insurance Company may make one of the following decisions:
- a) To declare the unconditional acceptance of the Contract;
  - b) To propose a conditional acceptance or an increase to the premium;
  - c) To communicate the total refusal of the Insurance Subscription Form.

**Whenever the Insurance Company, at its discretion, makes a counterproposal with the condition provided for in subparagraph b), the insurance is deemed to be in force only after the Policyholder states s/he accepts the counterproposal in writing.**

- 4.3 Without prejudice to the provisions in articles 5 and 6, two (2) years having elapsed since the conclusion of the Contract, the Insurance Company, except in the cases provided for in the paragraph below, cannot avail itself of any omissions or negligent inaccuracies provided by the Policyholder or the Insured/Insured Person on the initial risk statement.
- 4.4 The provisions in the previous paragraph do not apply to the Additional Covers of Invasive Cancer and Non-invasive Cancer, if they have been underwritten.

#### **Clause 5 - Intentional non-compliance with the duty of initial risk statement or inaccuracies by the Policyholder and/or the Insured/Insured Person**

- 5.1 In the event of Intentional non-compliance with the duty of initial risk statement made by the Policyholder and/or the Insured/Insured Person under the terms and provisions in 4.1., the Contract is cancelled by the Insurance Company upon the sending of a statement to the Policyholder for that purpose within three (3) months of becoming aware of the non-compliance.
- 5.2 If claims occur, whether before the Insurance Company has become aware of the intentional non-compliance or within the period referred to in the preceding paragraph, they shall not be covered by the Contract.
- 5.3 Notwithstanding the provisions in the preceding paragraphs, the Insurance Company shall be entitled to the premium due up to the end of the period referred to in 5.1., or, in cases where the Policyholder and/or the Insured/Insured Person intended to secure an advantage, until the end date of the Contract.

#### **Clause 6 - Negligent non-compliance with the duty of initial risk statement or inaccuracies by the Policyholder and/or the Insured/Insured Person**

- 6.1 In the event of negligent non-compliance with the duty of initial risk statement or inaccuracies in the initial risk statement made by the Policyholder and by the Insured/Insured Person under the terms and provisions in 5.1., the Insurance Company may:
  - a) Propose a change to the Contract and give a period of at least fourteen (14) days so that the Policyholder and/or the Insured/Insured Person may decide;
  - b) Cancel the Contract, in case it is proven that the Insurance Company would have not, in any circumstance, executed the Contract if it had been aware of the omitted or misstated fact.
- 6.2 As defined in the previous paragraph, the Contract ceases to be effective twenty (20) days after receipt of the amendment proposal from the Insurance Company, if the Policyholder and/or the Insured/Insured Person do not agree to it, or thirty (30) days after the statement of termination provided for in subparagraph (b) above is sent.
- 6.3 In the event of termination of the Contract, the premium is returned taking into account the period of time not yet elapsed until the renewal date.

- 6.4** If, before the cancellation or modification of the Contract, a claim arises and the verification or the consequences thereof have been influenced by a fact in respect of which there were negligent omissions or misstatements, the Insurance Company:
- a)** Shall cover the claim in the proportion of the difference between the premium paid and the premium that would otherwise be payable at the time of execution of the Contract, if the omitted or misstated fact had been known;
  - b)** Shall not cover the claim, having demonstrated that in no circumstance the Contract would have been executed if the omitted or misstated fact was known to the Insurance Company.
- 6.5** The provisions in the previous paragraphs do not apply to the death cover, if more than two (2) years have elapsed since the conclusion of the Contract.

### **Clause 7 - Commencement, Effectiveness and Duration of the Contract**

- 7.1** This Contract takes effect at 24:00 hours (12:00 PM) of the date indicated in the Schedule. However, the cover of the risk cannot in any circumstance be granted before 24:00 hours (12:00 PM) of the day immediately after it is accepted by the Insurance Company.
- 7.2** Notwithstanding the above, the cover of the risks guaranteed by this Contract shall be granted only upon the payment of the respective premium or initial instalment thereof.
- 7.3** At the end of the period provided for in paragraph 10.2 (Clause 10), the Contract is deemed tacitly and automatically renewed for 1 (one) year periods until the end of the period indicated in the Schedule of the Policy, at most up to the age provided for in paragraph 11.1(c) or any other different age, as long as it is indicated in the Schedule and always without prejudice to the rights of withdrawal or rescission to which the Parties are entitled, under the terms and provisions in paragraph 10.

### **Clause 8 - Withdrawal**

- 8.1** Where the Contract is entered into for a duration equal to or longer than six (6) months, the Policyholder has thirty (30) days from the receipt of the Policy to be able to withdraw from the Contract without invoking just cause, notwithstanding the provisions in the following paragraph.
- 8.2** The period provided for in the preceding paragraph shall be counted from the date of conclusion of the Contract, provided that the Policyholder at that date has on paper or other durable medium all relevant information that must be included in the Policy.
- 8.3** The withdrawal from the Contract, as defined above, must be communicated to the Insurance Company in writing, on paper or other durable medium available and accessible to the Insurance Company.
- 8.4** The withdrawal from the Contract, as defined above, has a retroactive effect. However, the Insurance Company shall be entitled to:
- a)** The amount of the Premium regarding the period already elapsed, insofar as it has covered the risk;

- b) The amount of reasonable expenses that the Insurance Company has incurred with medical examinations whenever these amounts are contractually ascribed to the Policyholder.

#### Clause 9 - Amendments to the Contract

9.1 The Policyholder may, at his/her discretion, effective from the date of renewal of the Contract and provided that s/he has informed the Insurance Company in writing at least thirty (30) days in advance, request that amendments be made to the Contract, notwithstanding the provisions in article 17.1 of these General Conditions.

9.2 Amendments to the conditions of the Contract shall always depend on the acceptance thereof by the Insurance Company, the right being expressly reserved, in case the amendments consist of increasing the value of the guarantees or including new guarantees, to subordinate the acceptance thereof to the favourable results of the clinical analysis/medical exams to be performed by the Insured/Insured Person deemed necessary for the purpose.

Costs related to the performance of the clinical analysis/medical exams shall be borne by the Insurance Company.

#### Clause 10 - Termination or Rescission of the Contract

10.1 **Notwithstanding the provisions in 17.5., this Contract may be terminated by the Policyholder, at the date of renewal thereof, upon previous communication addressed to the Insurance Company at least thirty (30) days in advance.**

10.2 **The Insurance Company may also rescind the Contract according to the conditions provided for in 10.1 and in the cases provided for in the Law, namely as a consequence of:**

- a) **Failure to pay the premium, as provided for in article 15;**
- b) **Fraud or attempted fraud by the Policyholder and/or the Insured/Insured Person, or also by the Beneficiary with their knowledge;**
- c) **Failure to comply with the contractual obligations undertaken by the Policyholder and/or the Insured/Insured Person essential to the maintenance of the contract under the terms it was accepted.**

10.3 If the termination or rescission of the Contract occurs according to the aforementioned terms, the Insurance Company shall communicate it to the Beneficiary, where the benefits are considered irrevocable under the terms and provisions in article 17.

#### Clause 11 - Termination of Guarantees

11.1 **The Covers guaranteed under this Contract shall cease to be effective:**

- a) **At the date this Contract is rescinded or terminated, under the terms and provisions in article 10;**
- b) **At the date the insured capital in case of Death is paid;**



- c) **At the date the capital underwritten for the additional cover of Invasive Cancer is depleted;**
- d) **At the end of the annuity during which the Insured/Insured Person reaches the age of seventy-five (75) or any other age limit, provided it is indicated in the Schedule of the Policy.**

**11.2 The Additional Cover of Non-invasive Cancer ceases to be effective upon the payment of the insured capital underwritten, and the other covers shall remain in force.**

### **Clause 12 - Insured Capital**

- 12.1 The insured capital guaranteed under this Contract is indicated by the Policyholder, corresponding to a lump sum.
- 12.2 The indication of the insured capital, as well as any change thereto, under the terms and provisions in article 9, shall always be the responsibility of the Policyholder.

### **Clause 13 - Premium of the Contract**

- 13.1 Premiums due are calculated according to the tariffs in force of the Insurance Company at the date of underwriting, the initial insured capital, the actuarial age of the Insured/Insured Person, as well as the underwritten guarantees.
- 13.2 The value of the premium shall be adjusted annually, at the date of renewal of the Contract, according to the initial insured capital and the actuarial age of the Insured/Insured Person.
- 13.3 Legal charges shall be added to the premium.

### **Clause 14 - Payment of Premiums**

- 14.1 The premium, plus legal or contractually defined charges, shall be paid by the Policyholder annually and in advance, according to the provisions in the Schedule.
- 14.2 Where expressly agreed upon in the Schedule, the Insurance Company may authorise the Policyholder to pay the annual premium in several instalments, to which shall be added, in this case, the respective instalment fees.
- 14.3 Regardless of the number of instalments, where applicable, the premium shall be paid by one of the methods agreed upon with the Policyholder, indicated in the Schedule.
- 14.4 The Insurance Company shall give notice, in writing and at least thirty (30) days prior to the date at which the premium or subsequent fraction thereof falls due, to the Policyholder, indicating the date of payment, the amount to be paid, the form of payment, as well as the consequences of non-payment of the premium or fraction thereof.

In the cases where payment is due in monthly instalments, the Insurance Company shall give said notice only in situations where the amount of the premium or fraction thereof is changed.

- 14.5 The premium is due up to the end of the annuity during which the Insured/Insured Person is deceased or where the payment of the compensation is made as a consequence of a claim guaranteed by the Additional Covers of Non-invasive Cancer and Invasive Cancer.

#### Clause 15 - Lack of Payment of Premiums

- 15.1 **The lack of payment of the premium of subsequent annuities or of any subsequent fraction within the same annuity, where payment is due in instalments, up to the maturity date of each premium receipt, grants to the Insurance Company the right to rescind the Policy.**
- 15.2 The use of the right granted in the previous paragraph is without prejudice to the right of the Insurance Company to receive the premium corresponding to the period of time already elapsed.

#### Clause 16 - Bringing the Contract Back into Force

- 16.1 **The Policyholder may bring back into force, under the original conditions, a Policy that was rescinded due to lack of payment, within six (6) months from the date of rescission, upon the payment of the outstanding premiums and respective late-payment interest.**
- 16.2 The Insurance Company reserves the right to, in this case, subordinate the revalidation of the Policy to the favourable results of a medical exam to the Insured/Insured Person.
- Costs of the medical exams shall be borne by the Policyholder.
- 16.3 Any revalidation requested after the aforementioned period shall give rise to a new Policy, made according to the technical bases in force with the Insurance Company.

#### Clause 17 - Beneficiaries

- 17.1 The Policyholder is entitled to appoint the beneficiaries, according to the guarantees of the contract, as well as to amend at any time the Beneficiary Clause up to the date the Beneficiary becomes entitled to the insured amounts, without prejudice to the provisions in the paragraphs below. Such amendment shall be valid only if the Insurance Company has received the amendment in writing, with the identification data of the Beneficiary, namely, his/her full name, address, and civil and tax identification numbers.
- If the identification data of the Beneficiary are incorrect or outdated and the Insurance Company is not able to determine his/her identity, the payment of the share pertaining to the Beneficiary shall wait to be claimed by the concerned person. The change of Beneficiary shall give rise to an Addendum.
- 17.2 Where the Policyholder and the Insured/Insured Person are not the same person, the amendment to the Beneficiary Clause may only be performed upon agreement between and on the initiative of both.
- 17.3 The Beneficiary Clause shall be considered irrevocable from the moment the Beneficiary accepts the benefit, the Policyholder thus being prevented from making any amendments to the Beneficiary Clause.

- 17.4 The waiver by the Policyholder and/or the Insured/Insured Person of their right to make amendments to the Beneficiary Clause, as well as the acceptance of the Beneficiary, must be put in writing in a document whose validity depends on it being effectively sent to the Insurance Company.
- 17.5 If the Beneficiary Clause is irrevocable, the prior agreement by the Beneficiary becomes necessary in order to rescind the contract or to exercise any other right or faculty to make amendments to contractual conditions that impact on the rights of the Beneficiary, except in case of false statements.
- 17.6 If the Beneficiary Clause is irrevocable, the insurance Company shall inform both the Beneficiary and the Policyholder about the lack of payment of the premium and its consequences. The Beneficiary may substitute him/herself for the Policyholder in the payment of the premium.
- 17.7 The Beneficiary shall become entitled to take the place of the Policyholder, in case the latter is deceased, provided that the Policyholder had previously informed the Insurance Company in writing, and the Insured/Insured Person had given his/her consent in writing.

#### Clause 18 - Obligations of the Insured/Insured Person and/or of the Beneficiary in case of a Claim

- 18.1 **The occurrence of a claim guaranteed under the main cover - Death of the Insured Person - must be reported to the Insurance Company by the Policyholder (if s/he is not the Insured/Insured Person) or by the Beneficiary(ies) within the maximum period of eight (8) days immediately after they have become aware thereof**, together with the specifics of the circumstances of the claim, namely the causes of death of the Insured/Insured Person, confirmed by a death certificate and, in case of violent death, an autopsy report and the police report as well as any other relevant documents they have access to, issued by official authorities.
- 18.2 The Beneficiaries must produce to the Insurance Company documents to prove their capacity as well as the identification of the Insured/Insured Person. If no Beneficiary has been appointed in the policy, the certificate of inheritance must be produced.
- 18.3 If a situation occurs which is guaranteed by an Additional Cover, notwithstanding the provisions in the respective Special Conditions, **the Insured/Insured Person must send to the Insurance Company a statement from the treating physician indicating the onset, causes, nature and evolution of the health condition or disability within the maximum period of sixty (60) days from the confirmation thereof.**
- 18.4 As a complement to the provisions in the previous paragraph, where justifiable in order to correctly determine the circumstances of the claim, the Insurance Company reserves the right to require any additional justification and to proceed to the investigations it deems convenient in order to determine the exact state of health of the Insured/Insured Person, having him/her examined by its physicians at its discretion, any costs arising therefrom being borne by the Insurance Company.
- 18.5 For the purpose of the previous paragraphs, upon the underwriting of the Insurance Contract, the Insured/Insured Person must authorise his/her treating physician to provide, on a confidential basis, to the physician representing the Insurance Company any medical information regarding the reported claim.

- 18.6 Premiums due under the Contract concerning the period between the fact determining the situation covered by one of the Additional Covers underwritten, and the decision by the Insurance Company regarding the circumstances of the claim, must continue to be paid by the Policyholder to the Insurance Company.
- 18.7 The documents to be produced and the term for the payment of the insured benefits, where applicable, are indicated in the respective Special Conditions.
- 18.8 Non-compliance by the Beneficiary(ies) with the provisions in the previous paragraphs may give rise to the reduction of the benefits by the Insurance Company, and in case of deliberate and willing provision of incorrect information to the Insurance Company, it may give rise to the loss of the right to the insured amounts.

### Clause 19 - Payment of Insured Amounts by the Insurance Company

- 19.1 After the claim for Death or Cancer has been reported, and after all additional documents have been produced, that may possibly be requested by the Insurance Company, according to the previous article, **the Insurance Company undertakes to inform the Insured/Insured Person and/or the Beneficiary, within the maximum period of thirty (30) days whether or not it considers that said claim is guaranteed under the Contract.**
- 19.2 If the circumstances of the death of the Insured Person so justify, under the terms of the authorisation granted by the Insured/Insured Person, the Insurance Company may request from police or judicial authorities or healthcare providers the delivery of additional documents shedding some more light on the causes of death or a medical certificate indicating the causes, evolution and circumstances of the decease.
- 19.3 If the insured capital in case of death or cancer is due:
- a) The insured amounts shall be paid to the appointed Beneficiary as at the date of the Decease or confirmation of Cancer of the Insured/Insured Person;
  - b) If no Beneficiary has been appointed and in case of death of the Insured/Insured Person, the insured amounts shall be paid to the Heirs of the Insured/Insured Person in the order determined for legitimate succession under the terms of article 2133(1)(a)-(d) of the Civil Code;
  - c) In case the Beneficiary is deceased before the Insured/Insured Person, the insured amounts shall be paid to the Heirs of the Insured/Insured Person, according to the rules set forth in subparagraph a);
  - d) In case the Beneficiary is deceased before the Insured/Insured Person, if the revocation of the Beneficiary Clause was waived or if the benefit was accepted by the Beneficiary, the insured amounts shall be paid to the Heirs of the Beneficiary, according to the rules set forth in subparagraph a);
  - e) In case the Insured/Insured Person and the Beneficiary are simultaneously deceased, the insured amounts shall be paid to the Heirs of the Beneficiary, according to the rules set forth in subparagraph a);
  - f) If at the date of payment of the benefits the Beneficiary is a minor, the insured amounts shall be channelled to a capitalisation insurance with a guaranteed capital, in favour of the Beneficiary, which shall have the following characteristics:

- i. The minimum duration of the insurance Contract shall correspond to the number of years until the Beneficiary reaches full age;
- ii. The Beneficiary is irremovable and cannot be replaced;
- iii. The insured capitals cannot be redeemed by the Beneficiary until s/he reaches full age or, before that date, in case of judicial order;
- iv. The Insurance Company is responsible for choosing the most adequate insurance on a case by case basis.

19.4 There being differences between the date of birth stated by the Insured/Insured Person in the insurance subscription form and the one in the identification document, the insured amounts shall be corrected accordingly, in function of the premiums paid, taking into account the exact age and the tariffs in force at the date the Policy was issued.

19.5 If the insured capital for Invasive Cancer or Non-invasive Cancer is due, it shall be determined taking into account the following aspects:

- a) If the Insured/Insured Person already was ill when s/he was included in the Insurance, the responsibility of the Insurance Company cannot exceed the one it would have if the illness had affected a healthy person, notwithstanding the voidability of the Life Insurance due to false statements about the state of health of the Insured/Insured Person, if that is the case;
- b) The score reduction corresponding to the physical defects the Insured/Insured Person had at the date of conclusion of the Insurance Contract shall not be taken into account for the determination of the score reduction to be ascribed under this guarantee.

## Clause 20 - Profit Sharing

This Contract does not provide for any Profit Sharing.

## Clause 21 - Domicile

For the purpose of this Contract, the domicile of the Policyholder and of the Insured/Insured Person shall be the one indicated in the Schedule or, in case of change, any other that has been communicated to the Insurance Company in writing.

**If the Policyholder is based outside Portugal, s/he must indicate a domicile in Portuguese territory for the purpose of this Contract.**

## Clause 22 - Communications and Notices between the Parties

22.1 Communications or notices provided for in this Policy shall be **in written form or be provided by durable medium**, to the last address of the Policyholder indicated in the contract or to the registered office of the Insurance Company.

22.2 **Any change to the address of the Policyholder or of the Insured/Insured Person, if different, must be communicated to the Insurance Company within thirty (30) days following the date at which it occurs, otherwise the communications or notifications the Insurance Company may perform to the outdated address shall be deemed valid and effective.**

## Clause 23 - Legislation and Venue

- 23.1 This contract is governed by Portuguese law.
- 23.2 In cases not covered by this Contract, the applicable legislation shall apply.
- 23.3 The competent venue for the settlement of any disputes arising from this Contract is the one established by civil law.
- 23.4 In case of dispute, the parties may resort to the means of dispute settlement provided for in the law.
- 23.5 Upon subscription, the Policyholder shall be informed of the legal framework in force at that date, concerning income tax, inheritance tax and others. Any encumbrances or fees arising from any amendments to said legal framework shall not fall on the Insurance Company.

## Clause 24 - Territorial Scope

**Except where otherwise provided for in the Schedule and without prejudice to the provisions in article 2, this Contract is effective regarding any event covered by this Policy anywhere in the world.**

## Clause 25 - Complaint Management

Any clarification requests or complaints must be put in writing and sent directly to the Insurance Company or through the Intermediary assisting the Policyholder.

Furthermore, the Insurance Company has an organic unit which is responsible for complaint management and to which you may address any questions related to this Contract.

In case of a dispute with the Insurance Company, the Policyholder and/or the Insured/Insured Person may also file a complaint through the respective website at [www.tranquilidade.pt](http://www.tranquilidade.pt), in the complaints book, resort to the Customers' Ombudsman under the terms set forth in the regulations, as well as request the intervention of the Autoridade de Supervisão de Seguros e Fundos de Pensões ([www.asf.com.pt](http://www.asf.com.pt)), notwithstanding the possibility of resorting to arbitration or to courts, according to the legal provisions in force.

For further information about the complaint management process in force with the Insurance Company, namely where to file your complaints, minimum content, response time and identification of the appointed Customers' Ombudsman, the Policyholder and/or the Insured/Insured Person must consult the "Policy of Customer Treatment", available at the website at [www.tranquilidade.pt](http://www.tranquilidade.pt).

## SPECIAL CONDITIONS

### ADDITIONAL COVER NON-INVASIVE CANCER

#### 1. SCOPE OF COVER

Upon confirmation that the Insured/Insured Person is suffering from non-invasive cancer, the Insurance Company shall proceed to the payment of the underwritten capital established in the Schedule of the Policy.

#### 2. DEFINITIONS

For the purpose of this cover, non-invasive cancer shall mean:

- Tumours histologically confirmed as being a carcinoma *in situ* (cancer confined to the surface, without invasion of the organ it originates from) and classified as (Tis) by the latest manual of the American Joint Committee on Cancer (AJCC),
- Tumours histologically confirmed and classified as (Ta) by the latest manual of the American Joint Committee on Cancer (AJCC).

The non-invasive cancer diagnosis must be confirmed by a histological report of an accredited biomedical laboratory.

#### 3. CONDITIONS OF OPERATION OF THE COVER

**3.1. In order to be acknowledged as non-invasive cancer, it must be verified and acknowledged by a physician of the Insurance Company, based on objective medical criteria.**

**3.2. The Additional Cover of Non-Invasive Cancer shall apply only if it is acknowledged during the term of the Policy and prior to the end of the annuity where the Insured/Insured Person reaches the age of seventy-five (75).**

#### 4. WAITING PERIOD

##### **Initial Waiting period**

This period is determined according to the actuarial age at the date of commencement of the contract and is counted from this date on. If the actuarial age of the insured person is set between 18 and 55 years old (included), the waiting period is of **90 days**. If older, the waiting period is of **180 days**.

**Any sign, symptom or medical investigation occurring within the 90 days following the date of underwriting of the insurance resulting in a cancer diagnosis are excluded.**

#### 5. SURVIVAL PERIOD

**If the death of the Insured/Insured Person occurs before fourteen (14) days have elapsed since the date of the non-invasive cancer diagnosis (date of the histology report of an accredited biomedical laboratory), the capital due under this cover of Non-invasive**



**Cancer shall be the insured capital of the death cover, and the contract shall immediately cease to be effective.**

## **6. DEMAND FOR PAYMENT OF THE INSURED CAPITAL**

- 6.1. If the situation of non-invasive cancer is acknowledged by the physician of the Insurance Company, the payment of the insured capital indicated in the schedule for this cover shall be provided to the Beneficiary under the terms of article 19 of the General Conditions.
- 6.2. The acknowledgement of the situation of non-invasive cancer, taking into account its effective confirmation or regression, from a clinical point of view, **shall not happen until fourteen (14) days have elapsed since the date of the cancer diagnosis** (date of the histology report of an accredited biomedical laboratory).
- 6.3. **The payment of the insured capital under the cover of non-invasive cancer implies the termination of this cover. However, the policy shall remain in force with the remaining covers for the available insured capitals.**

## **7. JUSTIFICATION AND ACKNOWLEDGEMENT OF THE RIGHT TO THE INSURED AMOUNTS**

- 7.1. **In case of non-invasive cancer, without prejudice to the remaining obligations provided for in article 18 of the General Conditions, the Policyholder and/or the Beneficiary indicated in the Schedule must send to the Insurance Company, within sixty (60) days following the confirmation of non-invasive cancer, the biomedical report with the final diagnosis and the medical report regarding the tumour with the date of the initial diagnosis and the date of the first medical appointment.**
- 7.2. The Insurance Company reserves the right to require any additional justification and to proceed to the investigations it deems convenient in order to determine the exact state of health of the Insured/Insured Person, having him/her examined by its physicians at its discretion.  
  
In this case, any costs arising therefrom shall be borne by the Insurance Company, and the Insured/Insured Person must authorise his/her treating physician to provide, on a confidential basis, to the physician representing the Insurance Company any medical information regarding the reported claim.
- 7.3. **Non-compliance by the Policyholder and/or Beneficiary with the provisions in 7.1. and 7.2. makes them liable for losses and damages arising therefrom or may give rise to the suspension of this cover during the period of non-compliance.**
- 7.4. **The lack of truthfulness in the information provided to the Insurance Company implies the loss of the right to the insured amounts.**
- 7.5. In case of dispute, the parties may resort to the means of dispute settlement provided for in the law.
- 7.6. While disputes are being settled, the premiums and premium surcharges regarding the Death cover, as well as the premiums and premium surcharges regarding the non-invasive cancer cover, that may fall due during the discussions, must be paid to the Insurance Company. If the Insurance Company loses the dispute, it shall return the amounts



received and pay, if that is the case, the amounts due plus interest of 1% per year, counted from the end of the period indicated in article 4 of this Special Condition.

## 8. EXCLUDED RISKS

**Apart from the situations provided for in the General and Special Conditions, this cover shall not guarantee as well:**

- **Tumours histologically described as benign, premalignant, borderline, with low malignant potential, intraepithelial dysplasia or neoplasia;**
- **Carcinoma *in situ* of the skin;**
- **Melanoma *in situ*, and non-consolidated injuries or any illnesses of a progressive nature whose manifestation of the first symptoms predates the commencement of this guarantee.**

## 9. TERMINATION OF THE COVER

In addition to the situations provided for in article 11 of the General Conditions, **the Additional Cover of Non-invasive Cancer, if underwritten, shall also cease to be effective if one of the following situations occur:**

- a) **Payment of the Insured Capital associated to this cover;**
- b) **At the end of the annuity during which the Insured/Insured Person reaches the age of seventy-five (75) or any other age limit, provided it is indicated in the Schedule of the Policy.**

## FINAL PROVISIONS

To any cases not provided for in these Special Conditions, the General Conditions of the Main Death Insurance and/or the legislation in force shall apply.

## ADDITIONAL COVER INVASIVE CANCER

### 1. SCOPE OF COVER

**Upon confirmation that the Insured/Insured Person is suffering from invasive cancer, the Insurance Company shall proceed to the payment of fractions of the underwritten capital established in the Schedule of the Policy according to the stages of the cancer.**

### 2. DEFINITIONS

For the purpose of this cover, invasive cancer is considered to be a malignant tumour characterised by an uncontrolled growth and dispersion of malignant cells and by the invasion and destruction of normal tissue.

This cover is composed of 3 levels. In each level, we define the stage of the cancer that is covered according to the universal medical classification.

- Level 1: corresponding to cancers histologically classified as stage I cancers;
- Level 2: corresponding to cancers histologically classified as stage II cancers;
- Level 3: corresponding to cancers histologically classified as stage III and IV cancers.

The diagnosis must be confirmed by a histological report of an accredited biomedical laboratory.

### 3. CONDITIONS OF OPERATION OF THE COVER

- 3.1. In order to be acknowledged as invasive cancer, it must be verified and acknowledged by a physician of the Insurance Company, based on objective medical criteria.**
- 3.2. The Additional Cover of Invasive Cancer shall apply only if it is acknowledged during the term of the Policy and prior to the end of the annuity where the Insured/Insured Person reaches the age of seventy-five (75).**
- 3.3. The acknowledgement of the situation of invasive cancer, taking into account its effective confirmation or regression, from a clinical point of view, shall not happen until fourteen (14) days have elapsed since the date of the cancer diagnosis** (date of the histology report of an accredited biomedical laboratory).
- 3.4. In case of confirmation of invasive cancer, the Insurance Company undertakes to keep the insurance contract in force regarding the remaining covers and capitals and cannot oppose the automatic renewal thereof unless the Policyholder fails to comply with the obligations provided for in the General and Special Conditions.**

### 4. WAITING PERIOD

#### **Initial Waiting period**

This period is determined according to the actuarial age at the date of commencement of the contract and is counted from this date on. If the actuarial age of the insured person is set between 18 and 55 years old (included), the waiting period is of **90 days**. If older, the waiting period is of **180 days**.

**Any sign, symptom or medical investigation occurring within the 90 days following the date of underwriting of the insurance resulting in a cancer diagnosis are excluded.**

#### **Waiting period between Cancers**

For the same invasive cancer, there is no waiting period. For different cancers, the waiting period is of **one hundred and eighty (180) days** between the dates of diagnosis of each cancer.

### 5. SURVIVAL PERIOD

**If the death of the Insured/Insured Person occurs before fourteen (14) days have elapsed since the date of the invasive cancer diagnosis (date of the histology report of an accredited biomedical laboratory), the capital due under this cover of Invasive**

**Cancer shall be the insured capital of the death cover, and the contract shall immediately cease to be effective.**

## **6. DEMAND FOR PAYMENT OF THE INSURED CAPITAL**

If the situation of invasive cancer is acknowledged by the physician of the Insurance Company, the value of the insured capital to be provided to the Insured/Insured Person under the terms of article 19 of the General Conditions is determined according to the stage of the invasive cancer, and corresponds to a percentage of the insured capital established in the schedule for this cover.

To each stage shall correspond a percentage of the insured capital established for this cover, namely:

- **Stage I: 25% of the total insured capital;**
- **Stage II: 50% of the total insured capital;**
- **Stages III and IV: 100% of the total insured capital.**

When the first invasive cancer of a given stage is diagnosed, the corresponding percentage of the insured capital is paid, and the policy shall remain in force regarding the covers of Death, Non-invasive Cancer and Invasive Cancer regarding the remaining insured capital.

If the same cancer (in the same organ) develops again, compensation shall be provided only if the illness corresponds to a stage higher than that which gave rise to the previous payment. The amount to be paid in this case shall correspond to the percentage defined for the stage in question, net of previous compensations and up to the maximum limit of the total insured capital.

If a cancer is diagnosed in a different organ, compensation shall be provided corresponding to the stage of the illness and up to the limit of the insured capital remaining.

The Invasive Cancer cover protects up to two cancers in different organs, and their evolution, up to the maximum limit of the total insured capital of invasive cancer.

## **7. JUSTIFICATION AND ACKNOWLEDGEMENT OF THE RIGHT TO THE INSURED AMOUNTS**

**7.1.** In case of invasive cancer, without prejudice to the remaining obligations provided for in article 18 of the General Conditions, **the Policyholder and/or the Beneficiary indicated in the Schedule must send to the Insurance Company, within sixty (60) days following the confirmation of invasive cancer, the biomedical report with the final diagnosis and the medical report regarding the tumour with the date of the initial diagnosis and the date of the first medical appointment.**

**7.2.** The Insurance Company reserves the right to require any additional justification and to proceed to the investigations it deems convenient in order to determine the exact state of health of the Insured/Insured Person, having him/her examined by its physicians at its discretion.

In this case, any costs arising therefrom shall be borne by the Insurance Company, and the Insured/Insured Person must authorise his/her treating physician to provide, on a

confidential basis, to the physician representing the Insurance Company any medical information regarding the reported claim.

**7.3. Non-compliance by the Policyholder and/or Beneficiary with the provisions in 7.1. and 7.2. makes them liable for losses and damages arising therefrom or may give rise to the suspension of this cover during the period of non-compliance.**

**7.4. The lack of truthfulness in the information provided to the Insurance Company implies the loss of the right to the insured amounts.**

**7.5.** In case of dispute, the parties may resort to the means of dispute settlement provided for in the law.

**7.6.** While disputes are being settled, the premiums and premium surcharges regarding the Death cover, as well as the premiums and premium surcharges regarding the invasive cancer cover, that may fall due during the discussions, must be paid to the Insurance Company. If the Insurance Company loses the dispute, it shall return the amounts received and pay, if that is the case, the amounts due plus interest of 1% per year, counted from the end of the period indicated in article 4 of this Special Condition.

## **8. EXCLUDED RISKS**

**Apart from the situations provided for in the General and Special Conditions, this cover shall not guarantee as well:**

- **Tumours histologically described as benign, premalignant, borderline, with low malignant potential, dysplasia, intraepithelial neoplasia or non-invasive;**
- **Tumours histologically classified as carcinoma in situ (Tis) or (Ta) by the latest manual of the American Joint Committee on Cancer (AJCC);**
- **Any skin cancer classified as non-melanoma, and non-consolidated injuries or any illnesses of a progressive nature whose manifestation of the first symptoms predates the commencement of this guarantee.**

## **9. TERMINATION OF THE COVER**

In addition to the situations provided for in article 11 of the General Conditions, **the Additional Cover of invasive Cancer, if underwritten, shall also cease to be effective if one of the following situations occur:**

- a) **Payment of the total Insured Capital associated to this cover;**
- b) **At the end of the annuity during which the Insured/Insured Person reaches the age of seventy-five (75) or any other age limit, provided it is indicated in the Schedule of the Policy.**

## **FINAL PROVISIONS**

To any cases not provided for in these Special Conditions, the General Conditions of the Main Death Insurance and/or the legislation in force shall apply.

## ADDITIONAL COVER ANNUAL CHECK-UP

### 1. SCOPE OF COVER

As a way of promoting healthy habits and, most of all, of being actively involved in cancer prevention, as of the second annuity of the policy, the insured person may perform every year one (1) medical check-up according to his/her age, gender and clinical condition.

### 2. DEFINITIONS

The annual check-up is composed of **one (1) free appointment of general and family medicine**, at the CUF hospitals and clinics, where the physician shall address namely the issue of obesity and smoking and drinking habits, and shall also promote the practice of physical exercise and good nutritional habits.

In this medical appointment, the physician may prescribe additional medical tests in order to perform a more complete check-up. These medical tests shall be at the prices agreed upon with the CUF network.

After the performance of the medical tests, a follow-up appointment shall be scheduled, included in the insurance, with no additional cost, in order to analyse the results and assess the following steps, where appropriate.

### 3. CONDITIONS OF OPERATION OF THE COVER

The Additional Cover of Annual Check-up shall apply **during the term of the policy and shall correspond to one (1) General and Family Medicine appointment and one (1) follow-up appointment per year, as of the 2<sup>nd</sup> annuity.**

## FINAL PROVISIONS

To any cases not provided for in these Special Conditions, the General Conditions of the Main Death Insurance and/or the legislation in force shall apply.

## ADDITIONAL COVER ASSISTANCE TO THE INSURED PERSON

### 1. NETWORK OF PROVIDERS

The Insured Person shall be guaranteed direct access to providers related to oncological healthcare, with which AdvanceCare has entered into a partnership agreement, AdvanceCare being responsible for choosing said provider.

The AdvanceCare network of providers is a set of healthcare providers, namely physicians, hospitals, clinics, diagnostic centres and other healthcare units with which AdvanceCare has entered into an agreement for the provision of services guaranteed by the contract.

**The access to the network of providers is available during the term of the contract and, in the cases where the insured capital of the invasive cancer cover is completely depleted and the contract expires, the access to the network is maintained for a maximum period of 5 years counted from the date of termination of the cover.**

## 2. SUPPORT TO THE INSURED PERSON

In case of cancer, according to the provisions in the additional covers of Invasive Cancer and Non-invasive Cancer, the Insured Person is guaranteed the following services:

**Helpline** (210 114 417 - Domestic landline call charge) in order to:

- Expedite and facilitate the process of submission of the documents necessary to report the claim;
- Inform the insured person about healthcare providers of the AdvanceCare agreed network where s/he may be clinically assisted, thus benefiting from agreed prices.

The **Welcome Home Programme**, which provides follow-up and proactive support via the telephone by the nurses/healthcare professionals after medical discharge. Through a telephone call on the second business day following the discharge of the insured person, they shall:

- Assess the satisfaction of the person with the provided care;
- Assess the current condition of the patient, and adjust the guidelines, taking into account the physician's recommendations;
- Collect information about the following treatments or appointments;
- Give advice and reinforce post-surgery care, therapy, signs and symptoms;
- Schedule a follow-up call if the situation so requires;
- The insured person may also call a specific helpline **during the first month following discharge** (210 114 415 - Domestic landline call charge) for clarification of doubts, if necessary.

**Remark: For the purposes of article 37 of the Legal Framework of the Insurance Contract (Executive Law 72/2008, of 16/04/2008) we call your attention for the importance of the text in bold.**



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## GLOSSARY

This is the correspondence between the definitions in Portuguese and English, for a better understanding of this Contract

ENGLISH → PORTUGUESE	
ADDENDUM	ATA ADICIONAL
ACTUARIAL AGE	IDADE ATUARIAL
BENEFICIARY	BENEFICIÁRIO
GENERAL CONDITIONS	CONDIÇÕES GERAIS
INSURANCE COMPANY	SEGURADOR
INSURED/INSURED PERSON	SEGURADO/PESSOA SEGURA
POLICY	APÓLICE
POLICYHOLDER	TOMADOR DO SEGURO
PREMIUM	PRÉMIO
SCHEDULE	CONDIÇÕES PARTICULARES
SPECIAL CONDITIONS	CONDIÇÕES ESPECIAIS

PORTUGUESE → ENGLISH	
APÓLICE	POLICY
ATA ADICIONAL	ADDENDUM
BENEFICIÁRIO	BENEFICIARY
CONDIÇÕES ESPECIAIS	SPECIAL CONDITIONS
CONDIÇÕES GERAIS	GENERAL CONDITIONS
CONDIÇÕES PARTICULARES	SCHEDULE
IDADE ATUARIAL	ACTUARIAL AGE
PRÉMIO	PREMIUM
SEGURADO/PESSOA SEGURA	INSURED/INSURED PERSON
SEGURADOR	INSURANCE COMPANY
TOMADOR DO SEGURO	POLICYHOLDER